

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

RFP 2015-068

January 22, 2015

ADDENDUM NO. 1

Bidders are advised to make the following revisions to the Proposal:

1. **Replace**, Section 1.5, Project Overview of the RFP, page 12 of 247, bullet one to read as follows:
 - **Goal 1 - Back office infrastructure which is sustainable and scalable throughout the full term of the contract including all potential contract extension.**
2. **Replace**, Section 3.3, Deliverables and Payment Schedule, Table 1 Deliverable Price Allocation of the RFP, page 15 of 247, item 1 to read as follows:
 1. **Notice to Proceed**
3. **Amend**, first paragraph in Section 4.1, Proposal Submissions, Deadline, and Location Instruction of the RFP, page 16 of 247, to read as follows:

Proposals submitted in response to this RFP must be received by the NHDOT, no later than the time and date specified in ***Section 2, Schedule of Events***. **Proposals** must be addressed to:
4. **Replace**, Section 4.9, Property of the State of the RFP, page 19 of 247, shall be replaced in its entirety with the following:

All material received in response to this RFP shall become the property of the State and will not be returned to the Contractor. **Regardless of the Vendor selected, the State reserves the right to use any information presented in a Proposal unless such material has been marked as "Proprietary and Confidential" or "Trade Secret" by the Vendor in accordance with the State requirements set forth in Appendix H General Standards and Requirements herein.**
5. **Replace**, Section 4.18, Proposal Organization, Technical Proposal Page Limit Applicability table of the RFP, page 22 of 247, to be replaced with the following:

Section	Page Limit Applies? (Y/N)
Cover Page	No
Form 5: Proposal Transmittal Letter	No
Table of Contents	No
Section I: Executive Summary	Yes
Section II: Glossary of Terms and Abbreviations	No
Section III: Responses to Requirements and Deliverables	No
Section IV: Narrative Responses	Yes
Section V: Corporate Qualifications	Yes**
Section VI: Qualifications of Key Staff	Yes*
Section VII: Forms	No
Section IX: Copy of RFP and any signed Addendum	No
Section X: Attachments	No
Attachment A: Project Organization Charts	No
Attachment B: Preliminary Project Schedule	No

*Resumes shall not be counted toward the page limit.

**Financial and Litigation Information shall not be counted toward the page limit.

6. **Add**, Section 5.4.2, Scoring of Back Office System Design and Technical Approach of the RFP, page 28 of 247, add the following new item k:

k. Evaluating the BOS versatility in providing the different methods to open accounts such as on-line, via telephone etc.

7. **Replace**, Section 5.4.3, Scoring of Back Office Services and Operations Approach of the RFP, page 30 of 247, letter k to read as follows:

k. The ability to meet Goal 3 Call Center and Back Office operations supported locally.

8. **Amend**, Section 5.4.5, Scoring of Implementation, Transition and Delivery Approach, Item C of the RFP, page 31 of 247, shall read as follows:

c. Contractors shall present a feasible and comprehensive **project approach** that addresses the program requirements within the prescribed timeframe.

9. **Replace**, Appendix B-4 Proposed Project Team and Key Staff of the RFP page 41 of 247, bullet b, iv. Software Manager to read as follows:

iv. E-ZPass Group Experience is preferred.

10. **Replace**, Appendix B-4 Proposed Project Team and Key Staff of the RFP page 42 of 247, bullet g, ii. Back Office Operations Manager to read as follows:

ii. E-ZPass Group Experience is preferred.

11. **Replace**, Appendix B-4 Proposed Project Team and Key Staff of the RFP, page 42 of 247, bullet f, ii. Finance Manager to read as follows:

ii. Licensed Certified Public Account (CPA) or other equivalent accounting/financial designations, and shall maintain their CPA or other equivalent accounting/financial designations license for the duration of the project. The contractor shall clearly indicate in their proposal which designation or credential is being used.

12. **Replace**, Appendix C-1.3.1.1.4 Account Types, Section 2C, Item C of the RFP, page 51 of 247, last bullet to read as follows:

- **Canadian plates shall be also eligible for Post-Paid License Plate accounts.**

13. **Amend**, Appendix C-1.3.3 Image Review and Processing of the RFP, page 75 of 247, first paragraph to read as follows:

The System shall receive and reconcile images from both the ORT and Conventional TCS according to the lane system ICD's. The System shall provide and support for secure FTP transfers of all lane and open road tolling system images to the BOS for processing.

14. **Add**, Appendix C-1.3.3 Image Review and Processing of the RFP, page 77 of 247, the following paragraph to the end of the section:

The System shall also track and report on the status of each image throughout the review and processing from the point at which the image is made available to the BOS from the lane and open road tolling systems up to and through complete processing and final determination of the image.

15. **Replace**, Appendix C-1.3.5.6 E-ZPass Transponder Replacement Program of the RFP, page 83 of 247, shall be replaced in its entirety with the following:

The NHDOT may choose in the future to implement a full replacement program for its entire transponder inventory or proactive transponder replacement program as noted below. In such event the NHDOT will issue a Work Order request to the Contractor. The Contractor shall be prepared to provide a cost estimate and scope of work to perform a complete E-ZPass transponder replacement of the entire inventory, including E-ZPass transponders in circulation as well as provide the queries noted below to support NHDOT's current transponder replacement approach.

NHDOT is currently using the following proactive transponder replacement process:

- 1) Query on certain range of transponder, i.e. first 300,000 sold to identify accounts with these transponders**
- 2) Query accounts with these transponders that have 10 or more ITOLS in a given month.**

- 3) Query sent to NHDOT-Turnpikes
- 4) NHDOT-Turnpikes or Contractor issues letters to these customers requesting that they take their transponders to a WIC to be tested and replaced.
- 5) ITOL query is rerun on same set of transponder for a certain period afterwards, i.e. 45 days.
- 6) Follow same steps above and repeat as directed by NHDOT.
- 7) Query to identify how many transponders were replaced.

The Contractor shall send appropriate notifications about E-ZPass transponder replacement and dispose of any returned E-ZPass transponders. The E-ZPass transponder replacement program shall also include the effort and cost associated with proper disposal of each returned E-ZPass transponder.

16. **Delete**, Appendix C-1.3.9.2 Payment Types of the RFP, page 88 of 247, delete bullet 9 Similar Guarantee Drafts:

9) Similar Guarantee Drafts

17. **Add**, Appendix C-1.3.14 Reporting of the RFP, page 107 of 247, the following text at the end of the section:

45) Image Processing Report – The System shall have the capability to generate a report on the status of all images generated by the ORT and TCS lane systems which are transmitted to the BOS for processing. The Image Processing Report shall identify status details such as original file creation date, transmission date, BOS receipt date, BOS processing date(s) and processing status (i.e. reason codes) if applicable or available. The Image Processing Report shall be capable of being generated based on criteria such as date range, location(s) (plaza and lane). The Image Processing Report shall also provide statistics such as time durations between processing steps (i.e. time from image being made available for review to time of review process beginning, time while in the review process), accepted and rejected information as determined through Phase I and II of the contract.

18. **Replace**, Appendix C-1.4.1.5 Daily Reconciliation and Deposit of the RFP, page 109 of 247, the last paragraph shall be replaced with the following:

The Contractor shall utilize the NHDOT's currently contracted Armored Car Service, Loomis for all daily pick-ups and deposits from all WIC facilities for delivery to NHDOT's bank and deposit into NHDOT-designated accounts.

19. **Replace**, Appendix C-1.4.3.1 WIC Staffing of the RFP, page 112 of 247, first paragraph, to read as follows:

The Contractor shall hire permanent staff for the WICs and integrate those personnel during the transition period.

20. Within Appendix C-1.4.6 Mobile Application of the RFP page 116 of 247, add the following at the end of the section:

The Mobile Application shall be accessible at a minimum for Smartphones. At a minimum the following Smartphone OS's shall be supported:

- Android v 4.2 and greater,
- iOS version 7 and greater,
- A 'hybrid' or OS-agnostic application may be proposed in addition to the above required OS however the acceptance or approval shall be subject to NHDOT review and approval.

21. **Replace**, Appendix C-1.5.8.2 Key Performance Indicators of the RFP, page 130 of 247, 2nd paragraph shall read as follows:

Unless otherwise noted, “days” refers to **business days**. Further, in relation to measurement of the KPI’s **Business Days** shall be defined as the **CSC hours of operation defined in Appendix C-1-4.1.1 Hours of Operation**.

22. **Replace**, Appendix C-1.5.8.2 Key Performance Indicators of the RFP, on pages 130 and 131 of 247, Table C-9 Key Performance Indicators – System:

Table C- 9: Key Performance Indicators - Systems

	Required Performance	Measurement*	KPI Non-Compliance Points
a.	Load Time shall not exceed 5 seconds, where Load Time is the time required to load existing Customer information after the Customer’s or video account number, vehicle plate, or other identifying characteristic has been entered by a system user.	$[LOAD TIME] = [END TIME] - [START TIME]$ where: END TIME = the instant the screen begins to populate the fields; and START TIME = the instant after the Customer’s account number is typed in and the ENTER (action) key is pressed.	20 points for failure as indicated by trouble tickets logged with help desk. 10 points for each additional 5 seconds required to load information.
b.	Save Time shall not exceed 5 seconds, where Save Time is the time required to save updated information.	$[SAVE TIME] = [END TIME] - [START TIME]$ where: END TIME = when the screen clears and is ready to process the next system entry; and START TIME = when the system user finishes updating the fields and presses the ENTER (action) key.	20 points for failure as indicated by trouble tickets logged with help desk. 10 points for each additional 5 seconds required to save information.

	Required Performance	Measurement*	KPI Non-Compliance Points
c.	Back Office System Availability shall be 99.982% (Tier 3) or greater.	[AVAILABILITY**] = [ACTUAL UPTIME]/[SCHEDULED UPTIME**], as calculated monthly.	100 points for failure to maintain availability 20 points for each tenth of a percentage point below 99.982%
d.	Phone System Availability shall be 99.9% or greater.	[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME] , as calculated monthly.	100 points for failure to maintain availability 20 points for each tenth of a percentage point below 99.9%
e.	Web System Availability shall be 99.9% or greater.	[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME] , as calculated monthly.	50 points for failure to maintain availability 20 points for each tenth of a percentage point below 99%
f.	99.9% of Type 1 and Type 2 Violation NH transactions are processed correctly and within 24 hours from the point at which the transaction is received by the back office systems for posting.	One or more incorrectly processed transactions per event.	100 points per event plus actual tolls lost and costs incurred.
g.	99.9% of all file transfers (i.e. IAG, DMV) are assembled and transmitted within 24 hours.	One or more incorrectly processed file transfers per event.	100 points per event plus actual tolls lost and costs incurred.

*Server logs for CSR sessions shall be provided in addition to manual page load time recordings in order to measure the KPI.

**"Availability" shall be defined as working in full functionality as designed and required.

"Scheduled Availability" shall be defined as the Availability excluding any NHDOT approved outages.

23. **Replace.** Appendix C-1.5.8.2 Key Performance Indicators of the RFP, pages 132, 133, 134, 135, 136 and 137 of 247, Table C-10 Key Performance Indicators – Operations:

Table C-10: Key Performance Indicators - Operations

	Required Performance	Measurement*	KPI Non-Compliance Points
CUSTOMER SATISFACTION			
a.	Customer satisfaction <ul style="list-style-type: none"> • phone • walk-in • e-mail • web • secret shopper 	Monthly customer service satisfaction survey rating of at least 85% satisfactory or equivalent for cumulative Customer contact point (survey results)	5 points < 85% 10 points < 80% 20 points < 75%
b.	Logging Toll or Violation disputes by entering into the toll system	Written disputes logged within 1 day > 99.9% or immediately	5 points for less than 99.9% within 24 hours

	within 1 day of receipt of written complaints or disputes from the Customer or immediately when taken in person or over the phone	when taken in person or over the phone (system report)	1 additional point for each additional 1% below 99.9%
c.	Correctly handle 98% of all data entry and each activity for Customer interactions	Number of rework or incorrectly handled interactions are no more than 2 in any 100 randomly sampled Customer interactions	20 points for greater than 2 out of 100 incorrectly handled Customer interactions 5 additional points for each additional incorrectly handled interaction
d.	95% of complaints, Toll and Unpaid Toll/Violation disputes are resolved within 3 days from the logging of the complaint (excludes DMV Hold transactions). Resolution is defined as performance consistent with the business rule.	Complaints, Toll and Unpaid Toll/Violation disputes resolved within 3 days less than 95% of total (excludes DMV transactions)	5 points for less than 95% 1 additional point for each 1% below 95%
e.	All Toll and Unpaid Toll/Violation disputes are resolved within 5 days (excludes DMV hold transactions). Resolution is defined as performance consistent with the business rule.	Unpaid Toll/Violation Disputes resolved within 5 days = 100% (excludes DMV hold transactions)	5 points for each Toll complaint and Unpaid Toll/Violation Dispute not resolved within 5 days (excludes DMV hold transactions)
f.	More than 85% of phone or in-person complaints are resolved at first Customer contact such that no additional contact with the Customer is required to address the specific complaint	The number of repeat or unresolved Customer complaints initiated by phone or in-person contact for the same Customer issue is less than 15% of all phone or in person complaints	5 points for less than 85% 1 additional point for each 1% below 85%
g.	100% of all unpaid transactions are escalated through the invoice and violation process accurately at the point in time as defined by the business rules	100% of all unpaid transactions are escalated through the invoice and violation process accurately at the point in time as defined by the business rules. (system report and spot audit)	20 points for each failure event to convert a transaction correctly plus 10 additional points for each day out of compliance
CUSTOMER SERVICE			
a.	Speed of Answer – 95% of calls received are answered within 180 seconds of accessing the queue to speak to a CSR	Total number of calls answered within 180 seconds over the total number of calls received by CSRs (ACD reports)	10 points for less than 95% within 180 seconds 1 additional point for each full 1% below 95%
b.	Speed of Answer (DMV Holds) – 85% of calls received are answered within 60 seconds of accessing the queue to speak to a CSR	Total number of calls answered within 60 seconds over the total number of calls received by CSRs (ACD reports)	10 points for less than 85% within 60 seconds 1 additional point for each full 1% below 85%
WALK-IN-CENTERS			

a.	Customer wait time does not exceed 10 minutes	Contractor to provide performance measurement method.	5 points for each customer exceeding the first 10 minutes 10 points for each additional 5 minutes of wait time.
WEBSITE			
a.	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within 1 day of notification by NHDOT	Quality Audit identification	5 points for each content update to the website greater than 1 day from notification by NHDOT 1 additional point for each day beyond 1 day
IMAGE REVIEW			
a.	90% of all images identified for manual image review to be processed within 1 day of the transaction and images received at the BOS.	Number of transactions identified for manual image review that are provided within the target time over total number of transactions identified for manual image review (system report)	5 points for less than 90% processed within 1 day 1 additional point for each additional 1% below the threshold
b.	100% of all images identified for manual image review to be processed within 3 days of the transaction and images received at the BOS.	Number of transactions identified for manual image review that are provided within the target time over total number of transactions identified for manual image review (system report)	5 points for less than 100% processed within 3 days 1 additional point for each additional 1% below the threshold
c.	98% of all license plate transactions processed through manual image review identified correctly by the manual image review process (correct vehicle plate, state and type; or, correct code off codes identified)	Number of license plate transactions processed correctly through manual image review over the total number of license plate transactions identified for manual image review (based on a quality audit results and system reports)	5 points less than 98% accuracy rate 1 additional point for each additional 1% less than 98%
d.	95% of all manual image review "reason codes" are assigned correctly to the image	Number of images processed with correct reason codes (based on a quality audit results and system reports)	5 points for less than 85% accuracy rate 1 additional point for each additional 0.5% less than 85%
FULFILLMENT			
a.	100% of Customer transponder orders for the month are sent within 2 days of receipt of the order	Number of Customer transponder orders sent within 2 days of the receipt of the orders for the month (system report)	10 points for less than 100% 1 additional point for each 1% below 100%
b.	100% of transponder status	Number of transponder status	10 points for less than 100%

	changes (e.g. lost/stolen/new) are updated within 1 day of request; or immediately when received by phone or in person	Change Requests updated over the total number of transponder status Change Requests, by customer service channel (system report)	1 additional point for each 1% below 100%
STATEMENTS, BILLS, AND NOTICES			
a.	100% of statements, invoices, and Violation Notices mailed or emailed within the document generation date (as set out by NHDOT for issuing the statement, invoice or Violation Notice)	Total number of statements, bills and Violation Notices mailed or emailed past the due date in each month (system report)	20 points for each day past the due date
b.	Notice of payment failure sent to Customers with a failed payment (including automatic payment) within 1 day of the Contractor receiving notification of failure	Total number of Customers with a failed payment, notified later than 1 day of the Contractor receiving notification (system report)	10 points for each failure to mail or email on time 10 additional points for each day greater than 1 day
c.	Request credit card and ACH replenishment and payments within 1 day of reaching replenishment threshold OR issue replenishment and payment notice to cash/check Customers within one day of reaching replenishment threshold.	Number of days replenishment and payments are in excess of 1 day from day due and cash/check notices sent in excess of one day (system reports)	10 points for each day of in excess of the threshold
REPORTS AND RECONCILIATION			
a.	Daily Revenue reconciliation – 100% of all revenues posted and payments received as reported by the Toll System reconciled with the system within 3 days	Number of days in excess of 3 days to complete the reconciliation (system report and quality audit)	10 points for each day in excess of threshold
b.	100% of refunds issued within 10 days of the customer request date (as set out by NHDOT for issuing refunds)	Number of refunds issued in excess of the due date (system report and quality audit)	5 points for each day when a refund is late 1 additional point for each 10 refunds that are past due for issuance
c.	100% of all financial and transactional monthly reports are available, reviewed and reconciled within 10 days after month end.	Number of days in excess of due date to produce accurate reports	5 points per day for each report in excess of threshold
d.	Produce the daily settlement reports & request for transfer of funds data within 1 day of the close of the business day.	Data and reports available to NHDOT each day	5 points for each day the reports and transfer of funds data are not delivered to NHDOT from the Contractor within 1 day of the close of the

			business day
e.	100% of the operational reports are accurately submitted to NHDOT within 10 calendar days of period end (including KPI reporting)	Number of calendar days in excess of threshold to produce accurate reports	5 points per calendar day for each report in excess of threshold
f.	Complete investigation of all credit card charge backs within 3 days of report from credit card processor	Number of days in excess of 3 days (audit)	5 points for each day past 3 days
g.	All credit card, cash, checks, or money orders reconciled by close of the following business day.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
h.	Credit Card Processor statement reconciliation shall be completed by close of the following business day.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
i.	Lockbox reconciliation shall be completed by close of the following business day.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due date
j.	Monthly reconciliation between bank statements, system, and trial balance shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
k.	Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
l.	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
m.	Monthly reconciliation of settlement to agencies shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
n.	Produce reciprocity report and invoice to E-ZPass Group agencies by 13 th day of each month.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
OTHER COMPLIANCE			
a.	97% of all Customer contact notes for the month have the correct	Number of Customer inquiries with correct reason codes and	5 points when below 97% accuracy

	reason code and notation recorded	notations recorded over the total number of Customer inquiries received (system reports and quality audit)	2 additional points for each full 1% below 97%
b.	100% of PCI audits completed on time	Total number of days in excess of threshold in which internal PCI audit not completed (quality audit)	10 points for each day internal PCI audit not completed past the due date for the audit
c.	100% of SSAE16 compliance exceptions resolved within 5 Days of report, or within such other time period as agreed by NHDOT in the applicable remedial plan	Total number of days in excess of applicable threshold in which SSAE16 compliance exception not resolved (quality audit)	25 points for each individual compliance exception per day not resolved
d.	Zero Privacy Breach – Credit Card or Bank Account Data	Number of breaches identified (quality audit)	100 points for each breach
e.	Zero Privacy Breach – Personal Account Information	Number of breaches identified (quality audit)	50 points for each breach
f.	Contractor responsiveness to track and resolve maintenance support issues, and general requests from NHDOT.	Number of non-responsive request greater than 5 business days.	10 points for each request.
g.	Violation of internal procedures and/or controls	Violations verified	50 points each verified violation
h.	Zero violations internal controls as identified in the standard operating procedures and internal controls documentation	Violations identified through discovery or internal/external audits	50 points each verified violation

24. **Amend**, Appendix C- 1.5.8.3 Deduction for Non-Compliance of the RFP, page 137 of 247, first paragraph to read as follows:

The Contractor shall provide a monthly report summarizing all KPI and point deductions. The monthly report layout shall be designed and approved prior to Phase IV Operations. The performance measure is calculated on a monthly average unless otherwise noted. The amount of the KPI non-compliance deduction, if any, payable by the Contractor for the reporting period shall be determined by the number of KPI non-compliance points assessed by the NHDOT using the criteria of Table C-11: Deduction for Non-Compliance from Contractor's Monthly Invoice. Any monetary deductions shall be deducted from the all monthly fixed account costs as defined in the price sheets.

25. **Amend**, Appendix C-1.5.8.3 Deduction for Non-Compliance of the RFP, page 138 of 247, Table C-11 Deduction for Non-Compliance from Contractor's Monthly Invoice, fifth row, the range should be "**101 – 200**".
26. **Delete**, Appendix C-1.5.9 Back Office Processing Center of the RFP, page 139 of 247, Item #8 shall be deleted.

27. **Amend**, Appendix C-2.1 Hardware System Warranty of the RFP, page 143 of 247 to read as follows:

All hardware components furnished under the Contract shall be warranted by both the Contractor and manufacturer(s) to be free of defects in equipment and workmanship for a period of one (1) year minimum from date of “Final System Acceptance”.

28. **Amend**, Appendix C of the RFP, pages 158 and 159 of 247, Section C-4.5 Project Deliverables, C-4.5.1 General, replace in its entirety with the following:

Unless otherwise noted or instructed by NHDOT document deliverables require a draft, final draft submission for NHDOT review and approval.

- **Draft** – Draft submittals shall be completed by the Contractor with an intent to represent a 90% completion. NHDOT’s review of the Draft shall serve as the initial review and to resolve any outstanding issues and/or clarifications needed for the Contractor to complete the document and submit a Final Draft. **NHDOT shall be allowed a 15 business day review period for all Draft submittals.**
- **Final Draft** – The Final Draft shall be considered 100% complete taking into consideration and applying all comments and resolutions from the Draft submittal. NHDOT’s review of the Final Draft is intended to verify that all comments and resolutions have been appropriately applied. **NHDOT shall be allowed a 3 business day review period for all Final Draft submittals.**

Final submittals shall also be subject to final review and approval by NHDOT and for subsequent payment where applicable.

NHDOT review times are estimates. If the Contractor’s submittals are incomplete the review may take longer. The NHDOT reserves the right to reject any submittal which it feels has not been adequately prepared. The NHDOT will inform the Contractor in writing in such event and will request a resubmittal of the deliverable. NHDOT’s rejection shall not waive the Contractor’s responsibility to fulfill and maintain the approved project schedule.

In the event the Contractor fails to address comments appropriately requiring additional or repetitive reviews the NHDOT reserves the right to seek reimbursement for any additional consultant costs related to the additional review efforts.

The Contractor shall meet the submittal dates **per their approved Project Schedule. Table C- 13: Summary of Major Deliverables provides estimate due dates or phase for deliverable/milestone.** Each of these submittals along with all corresponding drafts shall be clearly represented in the Project Schedule. The Contractor shall ensure that the scheduling and submittal of all drafts take into account the required review and resubmittal times to meet the milestone deliverable date.

NHDOT will review and approve all deliverables required under the Contract. In the event the Contractor fails to receive approval of any document prior to “Go-Live” as indicated in Table C- 13: Summary of Major Deliverables the NHDOT may withhold,

in its entirety, monthly operations payments until such documents are satisfactorily submitted and approved.

The Contractor shall take into consideration the review and response times of both the NHDOT and the Contractor in preparing and managing the timeliness of the document deliverables.

As part of each review process, NHDOT will provide the Contractor with a consolidated set of comments on the deliverable submitted for review.

The Contractor shall respond in writing to all NHDOT provided comments. A comment resolution meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments and/or responses provided.

Based on NHDOT comments and the results of the comment resolution meeting, the Contractor shall prepare a final version of the deliverable for NHDOT approval.

29. **Replace**, Appendix C of the RFP page 160 of 247 Section C-4.5.2 Summary of Major Document Deliverables Required, Table C-13: Summary of Major Deliverables with the following:

Table C- 13: Summary of Major Deliverables

Item No.	Deliverable/Milestone	Estimate Due Date*
1	Notice to Proceed	
2	Project Schedule (Baseline)	30 Days from NTP
3	Final Project Management Plan	30 Days from NTP
4	Final Implementation and Transition Plan	During Phase II
5	Requirements Trace Document	During Phase I
6	Draft Business Rules Document	During Phase I
7	Draft Interface Control Documents	During Phase I
8	Final Data Migration Plan	During Phase II
9	Preliminary System Design Document	During Phase I
10	Final Master Test Plan	During Phase I
11	Final Interface Control Documents	During Phase II
12	Final System Design Document	During Phase I
13	Final Go-Live Plan	During Phase III
14	Final Business Rules Document	During Phase III
15	Draft Standard Operating Procedures	During Phase III
16	Draft Reports Manual	During Phase III
17	Final Suspension of Operations Plan	During Phase III
18	Draft User Manuals	During Phase III
19	Final Disaster Recovery Plan & Business Continuity Plan	During Phase III
20	Final Training Plan	During Phase III
21	Final User Manuals	During Phase III
22	Final Reports Manual	During Phase III
23	Final Standard Operating Procedures	During Phase III
24	Initial System Test Completion	During Phase II
25	Integration & Commissioning Test Completion	During Phase II
26	Data Migration & Go-Live Completion	During Phase III
27	Final Acceptance	During Phase IV
28	Retainage Released	

***Unless otherwise specified the Contractor shall propose delivery dates within the specified project phases. NHDOT will review the schedule with the Contractor and reserves the right to request adjustments in document delivery dates to prevent an overload or strain on NHDOT resources to review documents.**

30. **Add**, Appendix D – Topics for Mandatory Narrative Responses of the RFP, page 200 of 247, add the following additional narrative:

D- 12 BOS Operations and Performance

The State will evaluate the Contractor's understanding and experience related to operations of Back Office services. The Contractor shall provide discussion relative to the following:

- Understanding, ability and experience in meeting back office KPI's such as defined in the RFP.
- Understanding and ability to provide account management, call and customer service center services with high level of customer service.
- Understanding, ability and experience to manage and operate storefront/walk-in-centers.
- Experience ability in managing mail-house and lock-box operations.
- Understanding and ability to manage transponder inventory and replacement programs.
- Understanding and ability in processing of violation noticing and video invoicing. Also discuss experiences in improving efficiencies in processing of violations and video invoicing.

31. **Amend**, Appendix E, Standards for Describing Contractor Qualifications of the RFP, page 201 of 247, Section E-1.1.2 Financial Strength to read as follows:

Provide at least one of the following:

1. The current Dunn & Bradstreet report on the firm; or
2. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or
3. The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Contractor does not have audited financial statements.

Financial statements may be submitted electronically on CD or USB.

32. **Amend**, Appendix E, Standards for Describing Contractor Qualifications of the RFP, page 202 of 247, Section E-1.1.3 Litigation to read as follows:

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter. **Contractor must include all claims regardless of industry or trade.**

33. **Replace**, Appendix H, General Provisions, Section 14 Insurance of the RFP, page 219 of 247, Subsection 14.1.1 shall be replaced in its entirety with the following:

comprehensive general liability insurance against all claims of bodily injury, death or property damage, in an amount of \$2,000,000 per occurrence; and

34. **Replace**, Appendix H, General Provision of the RFP, page 219 of 247, Subsection 14.3, last sentence shall be replaced in its entirety with the following:

Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation of the policy by the insurer, except for cancellation due to the non-payment of premium.

35. **Amend**, Appendix H-25.5 Contractor Staff of the RFP, page 222 of 247, 3rd paragraph, 2nd sentence shall be amended to read as follows:

The Contractor shall not change key Contractor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Contractor's Project Staff shall require the prior written approval of the State, **which shall not be unreasonably withheld**. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

36. **Amend**, Appendix H-25.7.2 Software and Documentation Copies of the RFP, page 223 of 247, 2nd sentence shall be amended to read as follows:

The Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format (searchable text). The State shall have the right to copy the Software and its associated Documentation for its internal business needs **in respect of the project**. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

37. **Replace**, Appendix H-25.8 Warranties of the RFP, page 224 of 247, to read as follows:

The Warranty Period will initially commence upon the State issuance of Final System Acceptance and will continue for one year. Details regarding the BOS warranty are provided in Appendix C: System Requirements and Deliverables.

38. **Replace**, Appendix H-25-9.5 Intellectual Property of the RFP, page 225 of 247, 1st paragraph, to read as follows:

For all Software, pre-existing and developed, the Contractor shall provide a perpetual license back to the State that allows for the Bureau and DoIT use of the software and right to the Source Code. The Bureau and DoIT may maintain and/or modify the source code for the Agency's use but agrees not to sell or provide the source code to others at the conclusion of the Contract or at a point to be determined by the Agency.

39. **Delete**, Appendix H-25.9.8 Email Use and H-25.9.9 Internet/Internet Use of the RFP, page 226 of 247, shall be deleted.

40. **Amend**, Appendix H-25.9.18 Contract Security/Performance Bond of the RFP, page 230 of 247, first three paragraphs with the following

The Contractor shall furnish the Agency with a Performance Bond in an amount equal to 100% of the total value of the **Project Delivery Cost (Sheets 2 and 3 of the Pricing Sheets)** within ten (10) business days of receipt of notice of intent to award a contract. The Contractor shall bear the full expense for the Performance Bond **including any extensions or renewals as may be required**. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the Agency. The Performance Bond shall be maintained by the Contractor in full force and effect until **Final System Acceptance**. The Contractor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this contract or the Deliverables or the Specifications, or of any Change Orders.

A licensed insurance company authorized to do business in the State of New Hampshire shall issue the Performance Bond made payable to the State of New Hampshire. The Performance Bond shall contain the Contract number and dates of performance. The Contractor shall extend the validity and enforcement of the Performance Bond **until Final System Acceptance is achieved**.

41. **Amend**, Appendix H-25.10 Termination of the RFP, page 231 of 247, to read as follows:

This section **H-25.10** shall survive termination or Contract conclusion.

42. **Amend**, Appendix H-25.11.2 The Contractor of the RFP, page 234 of 247, to read as follows:

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, *APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS* Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the *APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS* - Sections 13: Indemnification and confidentiality obligations in *APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS*, **H-25.9.12 Confidential Information**, which shall be unlimited.

43. **Amend**, Appendix H-25.16 Escrow of Code of the RFP, page 236 of 247, Item E to read as follows:

e. Contractor defaults under the Contract **and fails to cure the default within the defined cure period**; or

44. **Replace**, Within Appendix I of the RFP, page 237 of 247, Forms, Form 7 – Pricing Worksheets:

Replace original Form 7 Price Sheets with the revised Form 7 **"FORM 7 Pricing Worksheets Revised Addendum #1.xls"**. The Excel file is posted on the Turnpikes Website under file name: **"FORM 7 Pricing Worksheets Revised Addendum #1.xls"**. All base bids to be considered for evaluation must use this form.

45. **Add.** Within Appendix I of the RFP, page 237 of 247, Forms, Form 7 – Pricing Worksheets:

For the optional in-state CSC a separate price form has been provided as **"FORM 7A Optional Pricing Worksheets Addendum #1.xls"**. This form shall be completed ONLY for those wishing to submit an additional optional bid for an in-state CSC. The Excel file is posted on the Turnpikes Website under file name: **"FORM 7A Optional Pricing Worksheets Addendum #1.xls"**.


46. **Replace.** Within Appendix J of the RFP, page 238 of 247, Exhibits replace Exhibit 10 - Draft Legacy Vendor Data Migration Scope of Work with the revised Exhibit 10 which now includes a draft Data Migration ICD. The PDF files are posted on the Turnpikes Website under the file names:

- a. Exhibit 10 - Draft Legacy Vendor Data Migration Scope of Work – Revised.pdf
- b. Exhibit 10A - Data Migration ICD_20141218.pdf

47. **Add.** Within Appendix J Exhibits as listed on page 238 of 247 of the RFP, **add** the following Exhibits. The PDF files are posted on the Turnpikes Website under the file names:

- a. Exhibit 12 - Walk In Center Reports.pdf
- b. Exhibit 13 - Monthly Ops Report.pdf
- c. Exhibit 14 - Approximate Monthly E-ZPass Back Office Costs.pdf
- d. Exhibit 15 - Call History By Language.pdf
- e. Exhibit 16 - WIC Layouts.pdf
- f. Exhibit 17 - Average Talk Times.pdf
- g. Exhibit 18 - Call Abandon Rate and Email Correspondences.pdf
- h. Exhibit 19 - Historical ITOL Information.pdf
- i. Exhibit 20 - Historical Email and Correspondence Information.pdf
- j. Exhibit 21 - Account Type Historical Distribution Information.pdf
- k. Exhibit 22 - NH and ME DMV Letter.pdf

**THE CONTRACTOR SHALL INCLUDE THIS
ADDENDUM IN THEIR PROPOSAL**



Christopher M. Waszczuk, P. E.
Administrator, Bureau of Turnpikes

1/22/15

Date